



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

March 15, 2005

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE A MAINTENANCE SERVICE AGREEMENT WITH INSIGHT PUBLIC
SECTOR (ALL DISTRICTS)
(3 Vote)**

**CIO RECOMMENDATION: (X) APPROVE
() APPROVE WITH MODIFICATION () DISAPPROVE**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director of the Community Development Commission to execute a one-year Maintenance Service Agreement (Agreement) with Insight Public Sector (Insight), in substantially the form of the attached, to purchase replacement parts and technical support service for network equipment, at a cost of \$55,140.60, to be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director to incorporate \$55,140.60 into the Commission's approved Fiscal Year 2004-2005 budget for the purpose described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award an Agreement to Insight to provide replacement parts, maintenance and technical support services on current Cisco network equipment.



FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Agreement will be funded with \$55,140.60, to be incorporated into the Commission's approved Fiscal Year 2004-2005 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under the terms of the proposed Agreement, the Commission will purchase Cisco SMARTnet and SMARTnet Onsite Solutions, which will provide technical support and replacement parts for 62 pieces of network equipment (e.g. routers, servers, switches and other communication equipment) located at the Commission's main office and remote sites. The Commission's IT personnel will continue to provide maintenance and install the replacement parts.

Under the Agreement, the Commission will receive technical support from the Cisco Technical Assistance Center for hardware configuration, software updates and replacement parts. In addition, Cisco SMARTnet and SMARTnet Onsite Solutions will provide support via telephone or e-mail 24-hours a day, seven days a week for priority issues. The Agreement will consolidate all of the Commission's network service contracts, which will simplify management of the maintenance schedule for each piece of equipment.

Should Insight require additional or replacement personnel during the term of the Agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualification for the open positions. Insight will contact the County's GAIN/GROW Division for a list of participants by job category.

The Agreement has been approved as to form by County Counsel and executed by Insight. In addition, the recommendation to approve the Agreement has been approved by the County Chief Information Officer (CIO), based on the attached analysis.

ENVIRONMENTAL DOCUMENTATION:

Approval and authorization of the Agreement with Insight is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. The activities are not subject to the provisions of California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On January 10, 2005, an Invitation for Bids (IFB) was mailed to 230 computer services vendors from the Commission's vendor list to identify a vendor who can provide Cisco SMARTnet and SMARTnet Onsite Solutions, and is recognized as a Silver Certified Partner or better in the Cisco Partner Locator.

On January 27, 2005, five bids were received. On January 28, 2005, the bids were publicly opened. The Evaluation Committee, consisting of Commission staff, evaluated the bids based on price and recognition as a Silver Certified Partner or better in the Cisco Partner Locator. Insight submitted the lowest bid that adhered to the minimum requirements of the IFB and is, therefore, being recommended for award of the Agreement.

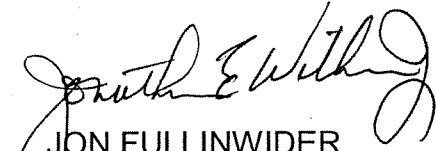
IMPACT ON CURRENT SERVICES:

Maintenance of current equipment is necessary to make the Commission's information technology network infrastructure fully operational for conducting daily business with minimal disruption to end users. By continuing maintenance on the current equipment, the Commission's Network Administrators can easily access replacement parts, and receive telephonic and e-mail support, software updates and documentation.

Respectfully submitted,

Reviewed by:


for CARLOS JACKSON
Executive Director


JON FULLINWIDER
Chief Information Officer
COUNTY OF LOS ANGELES

Attachments: 3

CIO ANALYSIS

MAINTENANCE SERVICE AGREEMENT WITH INSIGHT PUBLIC SECTOR

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract

New/Revised Contract Term: Base Term: 1 Yrs # of Option Yrs

Contract Components:

☐ Software ☐ Hardware ☒ Telecommunications
☒ Professional Services

Project Executive Sponsor: Carlos Jackson, Director, Community Dev. Commission

Budget Information :

Y-T-D Contract Expenditures	\$ 0
Requested Contract Amount	\$55,140
Aggregate Contract Amount	\$55,140

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100%

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

Project/Contract Description:

The contract will provide a one-year service agreement for maintenance and technical support for the Commission's telecommunications hardware. The service provided will be Cisco SMARTnet Service, under contract with Insight Public Sector, an official Gold Certified Cisco Partner.

Background:

The Community Development Commission (CDC) utilizes (County standard) Cisco telecommunications equipment such as routers, servers, switches at its three (3) offices.

Project Justification/Benefits:

The inventory of Cisco equipment includes 62 components, requiring 24/7 maintenance to ensure effective communications. The contractor was selected from five (5) vendors responding to a competitive bid. The bid was posted on the ISD website and mailed to 230 vendors that provide similar services. Insight Public Sector proposed the lowest price, and is a well respected provider of these services.

Project Metrics:

All services will be provided on a 24/7 basis according to performance standards defined within the agreement.

Impact If Proposal Is Not Approved:

CDC must obtain alternate services to ensure operational stability of their telecommunications network.

Alternatives Considered:

Maintenance of these components is not optional. The only alternative to this agreement would be in selection of the vendor. Alternative vendors were considered via the competitive bid process.

Project Risks:

Very minimal, as Insight Public Sector is a well respected service provider.

Risk Mitigation Measures:

None required.

Financial Analysis:

Annual cost of \$55,140 is reasonable and standard per discussion with ISD.

CIO Concerns:

None

CIO Recommendations:

This office recommends your Board's approval of this Agreement.

CIO APPROVAL

Date Received: March 3, 2005

Prepared by: Janette Parker

Date: March 3, 2005

Approved: 

Date: 03/03/2005

ATTACHMENT A

SUMMARY OF OUTREACH ACTIVITIES

On January 10, 2005, the following outreach was initiated to identify vendors to provide Cisco SMARTnet and SMARTnet Onsite Solutions.

A. Newspaper Advertising

An announcement appeared in the Los Angeles Times newspaper, the County's Internal Services Department website and the Commission's website.

B. Distribution of Invitation for Bids (IFB) Packets

The Commission's vendor list was used to mail out IFBs to 230 vendors that provide computer services, of which 108 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). The complete IFB packet was posted on the County's Internal Services Department website, and available for download by the public. IFB packets were also available at the Commission's reception desk located at 2 Coral Circle, Monterey Park.

C. Invitation for Bids Results

On January 27, 2005, a total of five bids were received. On January 28, 2005, the bids were publicly opened. Two bids were received from firms that identified themselves as minority-owned. The bid results are as follows:

<u>Company</u>	<u>Bid Amount</u>
Stealth Network Communications*	\$ 71,989.73
Federal Network Services, Inc.*	\$ 71,275.00
Verizon	\$ 61,876.80
Sarcom, Inc.	\$ 58,319.56
Insight Public Sector	\$ 55,140.60

* Minority-owned

D. Review of Proposals

On January 31, 2005, an Evaluation Committee consisting of Commission staff reviewed the bids and selected a vendor based on price and recognition as a Silver Certified Partner or better in the Cisco Partner Locator. Insight Public Sector submitted the lowest-price bid that adhered to the minimum requirements of the IFB and is, therefore, being recommended for award of the Maintenance Service Agreement.

E. Minority/Female Participation – Firm Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Insight Public Sector (Declined to provide information)		Total: 2,993 583 minorities 926 women 19% minorities 31% women

F. Minority/Female Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Federal Network Services, Inc.	Minority	Total: 20 2 minorities 9 women 10% minorities 45% women
Stealth Network Communications	Minority	Total: 28 5 minorities 20 women 18% minorities 71% women
Sarcom, Inc.	Non-Minority	Total: 836 114 minorities 229 women 14% minorities 27% women
Verizon	Non-Minority (Declined to provide information)	Total: 7,711 4,804 minorities women 62% minorities N/A women

The Commission conducts ongoing outreach to minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of contract is being made in accordance with the Commission policies, and without regard to race, creed, color, or gender.

**MAINTENANCE SERVICE AGREEMENT BETWEEN
THE COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES
AND INSIGHT PUBLIC SECTOR**

This Agreement (or "Contract") is made and entered into this _____ day of _____ 2005, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Insight Public Sector, hereinafter referred to as "Contractor" and "Vendor".

RECITAL

WHEREAS, Insight Public Sector is recognized as a Gold Certified Cisco Partner reseller and specializes in providing network services for systems manufactured by Cisco Systems, Inc. (hereinafter "Cisco"), and;

WHEREAS, Insight Public Sector shall remain as a Gold Certified Cisco Partner to leverage discounts on Cisco products and services, and;

WHEREAS, in response to Commission's Invitation for Bids (IFB No. IT01272005), Contractor submitted a responsive bid and has been selected to provide Cisco network services described herein below.

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the mutual covenants set forth herein, Commission and Contractor agree as follows:

TERMS AND CONDITIONS

1. TERM

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect for one year unless sooner terminated as provided herein.

2. DEFINITIONS

The terms and phrases in this Paragraph 2 in bold and in quotation, shall have the meanings set forth below when used in this Agreement throughout and hereafter.

2.1 Business Day(s); business day(s)

"Business Day(s)" or **"business day(s)"**, whether used with initial capitalization or not, whether singular or plural, means Monday through Friday, excluding the Commission holidays.

2.2 Commission

“**Commission**” means the Community Development Commission of the County of Los Angeles.

2.3 Contractor

“**Contractor**” means Insight Public Sector.

2.4 Contract Sum

“**Contract Sum**” means the maximum monetary amount payable by the Commission to Contractor under this Agreement, as set forth in Paragraph 4 (Compensation).

2.5 County

“**County**” means the County of Los Angeles, California.

2.6 Day(s); day(s)

“**Day(s)**” or “**day(s)**”, whether used with initial capitalization or not, whether singular or plural, means calendar day(s) and not business days(s), unless otherwise expressly specified.

2.7 Documentation

“**Documentation**” means the formal printed-paper manuals and/or online versions that include descriptive materials and screen displays of all applicable screens and screen choices in the application software.

2.8 Effective Date

“**Effective Date**” has the meaning set forth in Paragraph 1 (Term).

2.9 Price

“**Price**” means the Contract Sum as specified in Paragraph 4 (Compensation).

2.10 Product

“**Product**” means replacement parts, technical support, Cisco SMARTnet purchased and/or software upgrades licensed by the Commission from Contractor.

2.11 Software

“Software” means any computer program supplied under this Agreement, or which constitutes part of any Product, on magnetic tape, disk, semiconductor device or other memory device, or Product memory including hardwired logic instructions, microcode and documentation used to describe, maintain and use the programs.

2.12 State

“State” means the State of California.

2.13 System Configuration

“System Configuration” means the hardware peripherals, cabling, local/wide area network and other communication devices related to the physical installation.

2.14 Third Party Software

“Third Party Software” means any software not developed by Contractor.

3. CONTRACTOR’S RESPONSIBILITIES

Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission’s Executive Director, the services described in Attachment A – Scope of Work.

4. COMPENSATION

A. Contractor shall invoice the Commission for services rendered upon the receipt and acceptance of said services by the Commission's Executive Director in his sole discretion, as specified in the Scope of Work and Fee Schedule. Contractor shall submit the invoices to the following address, unless otherwise directed by the Commission:

Yui Cheng, Director
Financial Management Division
Community Development Commission
of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

B. Contractor agrees to provide the hereindescribed services required by the Commission for total compensation not to exceed Fifty-Five Thousand, One

Hundred Forty and 60/100 Dollars (\$55,140.60), which includes all related expenses.

Contractor shall be paid in accordance with the Commission's standard accounts payable system.

The following condition must be met to fulfill this Agreement and ensure prompt payment:

Contractor will submit an invoice for services rendered, received, and accepted by Commission's Executive Director, and this invoice must be approved by the Commission.

Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

5. SOURCES AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7. SUCCESSOR AND ASSIGNMENT

This Agreement may not be assigned by the Contractor except with prior written consent of the Executive Director of the Commission, or his designee. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Contractor.

8. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

9. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the Commission, the Housing Authority of the County of Los Angeles, the County of Los Angeles, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. INSURANCE

Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000

Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Community Development Commission of the County of Los Angeles ("Commission"), the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE: If applicable, in an amount of not less than \$1,000,000 aggregate combined single limit, unless requirement has been waived in writing. This extends coverage claim arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial for the Operating Agency present no meaningful professional exposure, the Commission's Risk Management may waive compliance with this contract provision upon written request.

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Contractor shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

11. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Agreement, pursuant to Paragraph 11 or 12, or impose other remedies as specified in this Agreement.

12. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

13. TERMINATION FOR CAUSE

This Agreement may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with

this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

13. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission's Child Support Compliance Program and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

14. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 13, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to the Commission under any other provision of this contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Commission may terminate this Agreement pursuant to Paragraph 12 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to the Commission Policy.

15. POST MOST WANTED DELINQUENT PARENTS LIST

Contractor acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

16. INDEPENDENT CONTRACTOR

This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

17. EMPLOYEES OF CONTRACTOR

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the

actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

18. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

19. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

20. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Contractor shall comply with the following laws in Sections 21-30, inclusive, and 39-40, inclusive.

21. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

22. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

23. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

Contractor shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

24. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment which requires that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

25. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

26. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or

cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

27. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

28. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

29. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the County of Los Angeles, the Community Development Commission of the County of Los Angeles and the Housing Authority of the County of Los Angeles to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in this Contract, debar the Contractor from bidding on future County, Commission or Housing Authority contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County, the Commission or the Housing Authority.
- C. The Commission may debar a contractor if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any

term of contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of County, Commission or Housing Authority contractors.

30. COMPLIANCE WITH JURY SERVICE PROGRAM

A. Jury Service Program.

It is Commission's policy that this Agreement is subject to the provisions of the Commission's Contractor Employee Jury Service Program ("Jury Service Program").

B. Written Employee Jury Service Policy.

- 1. Unless Contractor has demonstrated to the Commission's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall

receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of a Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract Agreement may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

31. ACCESS AND RETENTION OF RECORDS

Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized

representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed under this Agreement.

32. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

33. SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

34. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

35. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

36. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Agreement.

37. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

38. NOTICES

Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Mr. Yui Cheng, Director
Financial Management Division
Community Development Commission of the
County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

The Contractor: Pete Rzonca, Director of Sales
Insight Public Sector
6820 South Harl Ave.
Tempe, AZ 85283

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the

Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet in English and Spanish at www.babysafela.org for printing purposes.

40. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

41. ENTIRE AGREEMENT

This Agreement with Attachments A through D constitutes the entire understanding and agreement of the parties. This Agreement includes the following Exhibits:

- A.** Attachment A -- Scope of Work
- B.** Exhibit A – List of Equipment (covered under Agreement)
- C.** Attachment B – Fee Schedule
- D.** Attachment C -- Required Forms
- E.** Attachment D – Required Contract Notices

[END OF CONTRACT]

SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Commission have executed this Agreement through their duly authorized officers this _____ day of _____ 2005.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

INSIGHT PUBLIC SECTOR

By _____
Carlos Jackson
Executive Director

By _____
Pete Rzonca
Director of Sales

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

APPROVED AS TO PROGRAM:
FINANCIAL MANAGEMENT DIVISION

By _____
Deputy

By _____
Yui Cheng
Director

ATTACHMENT A -- SCOPE OF WORK

1.0 SCOPE OF WORK

1.1 General Background

Service provided under this Agreement includes Cisco SMARTnet and SMARTnet Onsite Solutions, provided by Insight Public Sector, a Gold Certified Cisco Partner. Exhibit A and Attachment A identify covered items and cost under this Agreement.

2.0 GENERAL REQUIREMENT

2.1 Insight Public Sector (Insight) is a reseller for Cisco SMARTnet and SMARTnet Onsite Solutions. In addition, Insight requires having recognition as a Silver Certified Partner or better in the Cisco Partner Locator. Insight shall be fully responsible and liable for all Cisco products and services provided to the Commission hereunder.

3.0 SPECIFIC REQUIREMENTS

3.1 Cisco SMARTnet and SMARTnet Onsite Solutions shall supply the following services:

3.1.1 Telephone callback within one hour by the Cisco Technical Assistance Center (TAC) for all hardware, configuration, and software problems, from 9am to 5 pm local time, Monday through Friday, excluding Cisco-observed holidays

3.1.2 24-hour, 7-day priority 1 and 2 telephone support

3.1.3 Critical problem escalation

3.1.4 E-Mail inquiries and responses

3.1.5 Software updates via CCO

3.1.6 One set of new manuals with each software update, or CD documentation for each unit under contract, upon request

3.1.7 Registered access to CCO, 24 hours a day, 7 days a week

4.0 **MAINTENANCE SCHEDULE**

4.1 Cisco SMARTnet and Cisco SMARTnet Onsite Advance Replacement of Hardware and Onsite Field Engineer Delivery.

4.1.1 For SMARTnet Onsite 24x7x4³ (C4P), Advance replacement parts, with or without a field engineer, are delivered within 4 hours of determining that part replacement is required (24 hours a day, 7 days a week).¹

4.1.2 For SMARTnet 8x5xNBD (SNT), Advance replacement parts, with or without a field engineer, are delivered the next business day between 9 a.m. and 5 p.m. (provided the request is received before 3 p.m. local depot time).^{1 2}

¹ Certain limitations may apply for heavy or oversized equipment

² Holidays observed by Cisco are excluded. Cutoff times can vary by region. Please verify the cutoff time with your Cisco Service Account Manager.

³ Service is available only if your distance from a parts depot or authorized Cisco service location is within the following limits: in the United States, within 100 driving miles; in Europe and Canada, within 120 driving kilometers; in Australia, New Zealand, and select countries in Latin America and Asia, within 75 driving kilometers. To determine if this service is available for your location, see the Cisco Service Availability matrix at: www.cisco.com/go/scc/

EXHIBIT A – LIST OF EQUIPMENT



SMARTnet Onsite Premium 24x7x4(C4P)

Item Name	Description	Serial Number	Begin Date	End Date	Annual List	List Prorated	Extended Price
WS-C424M	^24-port autosensing 10/100 managed, stackable repeater	ACT0304044W	12-Feb-05	11-Feb-06	\$ 244.00	\$ 244.00	\$ 195.20
CISCO2621	^Dual 10/100 Ethernet Router with 2 WIC Slots, 1 NM Slot	JAB04098672	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
WS-C424M-BU	^WS-C424M BUNDLE	ACT0305030F	12-Feb-05	11-Feb-06	\$ 244.00	\$ 244.00	\$ 195.20
WS-C424M-BU	^WS-C424M BUNDLE	ACT030804FT	12-Feb-05	11-Feb-06	\$ 244.00	\$ 244.00	\$ 195.20
WS-C424M-BU	^WS-C424M BUNDLE	ACT041206QY	12-Feb-05	11-Feb-06	\$ 244.00	\$ 244.00	\$ 195.20
WS-C424M-BU	^WS-C424M BUNDLE	ACT041003KA	12-Feb-05	11-Feb-06	\$ 244.00	\$ 244.00	\$ 195.20
WS-C3524-XL-EN	^Catalyst 3524 XL Enterprise Edition	FAA0501W0LC	12-Feb-05	11-Feb-06	\$ 532.00	\$ 532.00	\$ 425.60
WS-C2924-XL-EN	24-port 10/100 Switch (Enterprise Edition)	FAB0502V398	12-Feb-05	11-Feb-06	\$ 320.00	\$ 320.00	\$ 256.00
WS-C2924-XL-EN	24-port 10/100 Switch (Enterprise Edition)	FAB0502V1NP	12-Feb-05	11-Feb-06	\$ 320.00	\$ 320.00	\$ 256.00
CISCO2650	^High Performance 10/100 Modular Router w/ Cisco IOS IP s/w	JAB050780C9	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
PIX-525-UR-BUN	PIX 525-UR Bundle (Chassis,Unrestricted SW,2 FE Ports,VAC+)	44405231151	12-Feb-05	11-Feb-06	\$ 3,680.00	\$ 3,680.00	\$ 2,944.00
WS-C2950-12	12 port, 10/100 Catalyst Switch, Standard Image only	FAB0518Q110	12-Feb-05	11-Feb-06	\$ 98.00	\$ 98.00	\$ 78.40
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0524K6KD	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2621	^Dual 10/100 Ethernet Router with 2 WIC Slots, 1 NM Slot	JMX0525K2TB	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CVPN3015-NR-BUN	VPN3015:Chassis, 3FE, 100 user, client, SW, US PWR	CAM91261077	12-Feb-05	11-Feb-06	\$ 1,600.00	\$ 1,600.00	\$ 1,280.00
AIR-AP352E2C	^802.11b 100 mW AP w/Line Pwr, Capt. Ants	VDF0535S23N	12-Feb-05	11-Feb-06	\$ 240.00	\$ 240.00	\$ 192.00
WS-C3524-PWR-XL-EN	^Catalyst 3524-PWR-XL Enterprise Edition	FAA0545P0AB	12-Feb-05	11-Feb-06	\$ 559.00	\$ 559.00	\$ 447.20
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0545K7UY	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0549K724	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0549K71E	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0549K721	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0549K72J	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0549K723	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0549K71F	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0549K72M	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0549K725	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0549K72L	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2620	^10/100 Ethernet Router w/2 WIC Slots, 1 Network Module Slot	JMX0546K9UG	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20

Item Name	Description	Serial Number	Begin Date	End Date	Annual List	List Prorated	Extended Price
CAG-VG200	Cisco VoIP Voice Gateway for use with IP Telephony Solution	JMX0605K4PA	12-Feb-05	11-Feb-06	\$ 600.00	\$ 600.00	\$ 480.00
WS-C6509-2500AC=	Catalyst 6509 Chassis w/ 2500W AC Power Supply	TBM06044888	12-Feb-05	11-Feb-06	\$ 13,000.00	\$ 13,000.00	\$ 10,400.00
CISCO1751-VPN/K9-A	1751 VPN Bnd w/ADSL WIC,VPN Mod,96MB DR,32MB FL,IP+/FW/3DES	JMX0650E03B	12-Feb-05	11-Feb-06	\$ 350.00	\$ 350.00	\$ 280.00
WS-C4507R	Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable	FOX06411EM1	12-Feb-05	11-Feb-06	\$ 5,277.00	\$ 5,277.00	\$ 4,221.60
CISCO2620XM	Mid Perf 10/100 Ethernet Router w/ Cisco IOS IP,32F/128D	JMX0713L2CB	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
WS-C4507R	Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable	FOX072700E2	12-Feb-05	11-Feb-06	\$ 5,277.00	\$ 5,277.00	\$ 4,221.60
CISCO2620XM	Mid Perf 10/100 Ethernet Router w/ Cisco IOS IP,32F/128D	JMX0733L232	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
CISCO2620XM	Mid Perf 10/100 Ethernet Router w/ Cisco IOS IP,32F/128D	JMX0733L233	12-Feb-05	11-Feb-06	\$ 784.00	\$ 784.00	\$ 627.20
PIX-501-50-BUN-K9	PIX 501-50 3DES/AES Bundle (Chassis, SW, 50 Users, 3DES/AES)	88807402516	12-Feb-05	11-Feb-06	\$ 230.00	\$ 230.00	\$ 184.00
WS-C4507R	Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable	FOX083703V7	12-Feb-05	11-Feb-06	\$ 5,277.00	\$ 5,277.00	\$ 4,221.60
PIX-501-50-BUN-K9	Chassis, SW, 50 Users, 3DES/AES	88808352065	12-Feb-05	11-Feb-06	\$ 230.00	\$ 230.00	\$ 207.00
PIX-501-50-BUN-K9	Chassis, SW, 50 Users, 3DES/AES	88808351871	12-Feb-05	11-Feb-06	\$ 230.00	\$ 230.00	\$ 207.00
WS-C4507R	Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable	FOX083500V0	12-Feb-05	11-Feb-06	\$ 5,277.00	\$ 5,277.00	\$ 4,749.30
PIX-525-FO-BUN	Chassism Failover SW, 2 FE Ports, VAC+	88808062471	12-Feb-05	11-Feb-06	\$ 1,000.00	\$ 1,000.00	\$ 900.00
CAG-VG200	Cisco VOIP Voice Gateway for use with IP Telephony Solution	JMX0728L31J	12-Feb-05	11-Feb-06	\$ 600.00	\$ 600.00	\$ 540.00
MCS-7825-1133-HW	MCS-7825-1133 Hardware option class-No Software-No Spares	RO11130256	12-Feb-05	11-Feb-06	\$ 960.00	\$ 960.00	\$ 864.00
CISCO2501	Cisco 2501 Ethernet/Dual Serial Router	250201360	12-Feb-05	11-Feb-06	\$ 578.00	\$ 578.00	\$ 520.20
WS-C3524-XL-EN	Catalyst 3524 XL Enterprise Edition	FAA0501G05X	12-Feb-05	11-Feb-06	\$ 532.00	\$ 532.00	\$ 478.80
WS-C3524-XL-EN	Catalyst 3524 XL Enterprise Edition	FAA05010DD	12-Feb-05	11-Feb-06	\$ 532.00	\$ 532.00	\$ 478.80
WS-C2924-XL	C2924-XL 24-Port 10/100 Ethernet Switch	FAA0231S0JM	12-Feb-05	11-Feb-06	\$ 479.00	\$ 479.00	\$ 431.10
WS-C2924-XL	C2924-XL 24-Port 10/100 Ethernet Switch	FAA0231U0JQ	12-Feb-05	11-Feb-06	\$ 479.00	\$ 479.00	\$ 431.10
WS-C2924-XL	C2924-XL 24-Port 10/100 Ethernet Switch	FAA0231U0HB	12-Feb-05	11-Feb-06	\$ 479.00	\$ 479.00	\$ 431.10
WS-C2924-XL	C2924-XL 24-Port 10/100 Ethernet Switch	FAA0231W0F3	12-Feb-05	11-Feb-06	\$ 479.00	\$ 479.00	\$ 431.10
WS-C2924-XL	C2924-XL 24-Port 10/100 Ethernet Switch	FAA0231W0EN	12-Feb-05	11-Feb-06	\$ 479.00	\$ 479.00	\$ 431.10
WS-C2924-XL	C2924-XL 24-Port 10/100 Ethernet Switch	FAA0231Y0F1	12-Feb-05	11-Feb-06	\$ 479.00	\$ 479.00	\$ 431.10
CISCO2524	Cisco 2524 Ethernet/Modular 3-Port Serial Router	250568697	12-Feb-05	11-Feb-06	\$ 788.00	\$ 788.00	\$ 709.20
WS-C2924-XL	C2924-XL 24-Port 10/100 Ethernet Switch	FAA0231V0GH	12-Feb-05	11-Feb-06	\$ 479.00	\$ 479.00	\$ 431.10
CISCO1601-R	Cisco 1600 Series On-Site Premium Maintenance	50332940	12-Feb-05	11-Feb-06	\$ 302.00	\$ 302.00	\$ 271.80
						TOTAL:	\$ 55,097.40

SMARTnet 8x5xNBD (SNT)



Item Name	Description	Serial Number	Begin Date	End Date	Annual List	List Prorated	Extended Price
CP-7960G	IP Phone 7960, Mgr Set (w/User Lic)	SCNCQ299868	12-Feb-05	11-Feb-06	\$ 8.00	\$ 8.00	\$ 7.20
CP-7960G	IP Phone 7960, Mgr Set (w/User Lic)	INM0549AE4B	12-Feb-05	11-Feb-06	\$ 8.00	\$ 8.00	\$ 7.20
CP-7960G	IP Phone 7960, Mgr Set (w/User Lic)	INM0549AHGP	12-Feb-05	11-Feb-06	\$ 8.00	\$ 8.00	\$ 7.20
CP-7960G	IP Phone 7960, Mgr Set (w/User Lic)	INM0549ADEX	12-Feb-05	11-Feb-06	\$ 8.00	\$ 8.00	\$ 7.20
CP-7960G	IP Phone 7960, Mgr Set (w/User Lic)	INM0549AFABH	12-Feb-05	11-Feb-06	\$ 8.00	\$ 8.00	\$ 7.20
CP-7960G	IP Phone 7960, Mgr Set (w/User Lic)	INMA0549AH31	12-Feb-05	11-Feb-06	\$ 8.00	\$ 8.00	\$ 7.20
						TOTAL:	\$ 43.20

ATTACHMENT B – FEE SCHEDULE

IFB - Cisco SMARTnet and SMARTnet Onsite Solutions QUOTATION

COMMUNITY
DEVELOPMENT
COMMISSION, COUNTY
OF LOS ANGELES

1 YEAR SMARTNET



QUOTE	SERVICE LEVEL	REFERENCE CONTRACT	UNIT PRICE
Q4201544	C4P	PENDING CONTRACT	\$ 55,097.40
QUICK QUOTE	SNT	PENDING CONTRACT	\$ 43.20
CLIENT COST SUB TOTAL			\$ 55,140.60

ATTACHMENT C – Required Forms

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Insight Public Sector, Inc.

Vendor's Name

6820 South Harl Avenue, Tempe, Arizona 85283

Address

36-394-9000

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Pete Rzonca Title: Director of Sales

Signature:  Date: 1/13/05

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Insight Public Sector, Inc.		
Company Address: 6820 South Harl Avenue		
City: Tempe	State: AZ	Zip Code: 85283
Telephone Number: 800-359-2970		
Solicitation For (Type of Goods or Services): Cisco		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

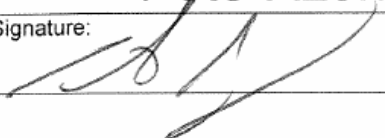
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Pete Rzonca	Title: Director of Sales
Signature: 	Date: 1/13/05

FIRM'S ETHNICITY COMPOSITION

The following information is for statistical purposes only. If you will be utilizing subcontractors on the job, please copy and forward this document to them for completion also.

I DECLINE TO RELEASE THIS INFORMATION AT THIS TIME.

COMPANY NAME

TITLE

(*) Is your firm declared to be of Minority or Woman Ownership? YES NO
If yes, please indicate Minority Group: _____

(**) Is your firm recognized as Disadvantaged by the U.S. Small Business Administration? YES NO

Please give the minority status of all your employees.

TOTAL NUMBER OF EMPLOYEES: 2993
TOTAL NUMBER OF MINORITIES: 583
TOTAL NUMBER OF WOMEN: 926
TOTAL NUMBER OF NON-MINORITIES: 2410

PERCENT OF MINORITIES: 19.5 PERCENT OF WOMEN: 31%

Insight Public Sector, Inc.

COMPANY NAME
Director of Sales

TITLE

(*) To qualify as a Community Business Enterprise (CBE), at least 51 percent of the business must actually and legally be owned by minorities or women. In addition, the active management and daily operations of the firm must be controlled by one or more of these individuals. CBE firms must also be a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation or other business. Minority groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Americans and other minorities.

(**) Disadvantaged Businesses (DBE) are firms determined to be economically and socially disadvantaged by the U.S. Small Business Administration under Section 8 (A) of the Small Business Act, as amended (A5 U.S.C. 637 (A)) or any successor Federal statute. Non-profit organizations must also provide the minority/women composition of its Board of Directors.

ATTACHMENT D – REQUIRED NOTICES



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Notice 1015
(Rev. 10-2001)

Cat. No. 205991



**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.